RESOLUTION

AUTHORIZING THE ACCEPTANCE OF A CONSERVATION EASEMENT AND PUBLIC RECREATION AND PARKING EASEMENT ON LAND OWNED BY U.S. LAND DEVELOPMENT, LLC ON WEST GROTON ROAD AND GILSON ROAD

CITY OF NASHUA

In the Year Two Thousand and Five

RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor and Corporation Counsel are authorized to accept in the name of the City from U.S. Land Development, LLC, two easement deeds, one for conservation and the other for public recreation and parking on land owned by U.S. Land Development, LLC, on West Groton Road and Gilson Road. Said easements shall be substantially similar to the attached easement deeds.
CONSERVATION EASEMENT

U.S. Land Development, LLC, a New Hampshire limited liability company with its principal place of business at 45 Groton Road, Nashua, New Hampshire,

for consideration paid, grants to

The City of Nashua, a New Hampshire municipal corporation with offices at 229 Main Street, Nashua, New Hampshire,

with WARRANTY covenants,

A permanent easement for conservation and preservation purposes, pursuant to NH RSA 477:45-47, in and to certain land situated on West Groton Road and Gilson Road, in Nashua, Hillsborough County, New Hampshire, more particularly described in Exhibit A attached hereto (the “Easement Area”).

Grantor hereby conveys to Grantee a conservation and preservation easement with respect to the Easement Area for the purpose of granting to Grantee the right to protect, conserve and preserve the existing natural conditions and resources of the Easement Area, subject to the following terms, conditions, rights, covenants and restrictions:

1. Except (i) as expressly permitted under this Easement; or (ii) as relates to the development of the residential condominium project to be known as “Groton Woods” in conformity with the site plan approval granted by the Planning Board of the City of Nashua on April 14, 2005 with respect to the plan entitled, “Site Plan, Lots 21 & 22, Map ‘D’, Groton Woods, West Groton & Gilson Roads, Nashua, New Hampshire” (the “Approved Site Plan”), no structure or improvement shall be constructed, placed or introduced within the Easement Area, nor shall there be any changes in the topography, surface or subsurface water systems, wetlands or other characteristics of the Easement Area.

2. Except (i) as expressly permitted under this Easement; or (ii) as relates to the development of Groton Woods pursuant to and in conformity with the Approved Site
Plan, there shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, topsoil, plant life or other similar material or wildlife from the Easement Area.

3. Except (i) as expressly permitted under this Easement; or (ii) as relates to the development of Groton Woods pursuant to and in conformity with the Approved Site Plan, there shall be no tree cutting or removal within the Easement Area, without the written consent of the Conservation Commission of the City of Nashua.

4. The Easement Area shall be open to use, subject to the terms of this Easement, by the residents of Groton Woods and, to the extent any public easements shall be conveyed, then by the general public.

Notwithstanding the foregoing, Grantor, its successors and assigns may undertake the following activities within the Easement Area:

A. Installation, maintenance, use and operation of sanitary sewer lines and appurtenances, drainage lines and appurtenances, detention and/or retention basins for drainage purposes, other utility lines, bike paths and recreational trails and appurtenances relating to the development of Groton Woods.

B. Alteration of topography surface conditions, subsurface and subsurface water systems, wetlands, excavation and removal of rocks, minerals, gravel, sand, topsoil, timber, plant life and other materials or natural conditions related to the installations and items contemplated in paragraph B immediately above.

C. Pruning, removal of and/or maintenance to trees, timber and other plant life, which trees, timber or other plant life may affect land outside of the Easement Area, consistent with good conservation practices, including activities to remove diseased, damaged or dead trees or other plant life.

D. Laying out of walkways, driveways, bike paths, recreational trails and private roadways, including related side, shoulder, slope, embankment and drainage installations, in connection with the development of Groton Woods.

E. Installation, maintenance, use and operation of utility lines and easements as contemplated in a certain Utility Easement of Groton Woods of Nashua, Inc. to CMI Leasing, Inc., dated September 10, 1990, recorded in the Hillsborough County Registry of Deeds in Book 5212, Page 1165.

Grantor, its successors and assigns may maintain the Easement Area consistent with the purposes hereof.
No rights are granted to the general public pursuant to this Conservation Easement.

Grantee is hereby granted reasonable access to the Easement Area to inspect the Easement Area, as it may deem necessary, to enforce the terms and conditions hereof and exercise its rights hereunder, and to fulfill the responsibilities and duties imposed upon it and assumed by it by its acceptance of this Conservation Easement.

Either party may enforce its rights hereunder by a proceedings available at law or equity, including by seeking the remedies of specific performance and mandatory injunction. The enforcement body or agency for Grantee shall be its Conservation Commission.

This Easement shall be binding upon and inure to the benefit of Grantor and Grantee, their successors, successors-in-title and assigns. The benefit of the restrictions and rights established hereunder in favor of Grantee shall not be appurtenant to any particular parcel of land and shall be assignable by Grantee to any appropriate governmental entity or body whose primary purpose includes the conservation of land.

As contemplated under NH RSA 477:47, Grantee hereby accepts the rights and interest granted it subject to the terms and conditions hereof, and signifies such acceptance of the creation of the interest established hereunder by its execution of this instrument by the Mayor of the City of Nashua, whose signature has been duly notarized.

In Witness Whereof, Grantor has caused this instrument to be duly executed this _____ day of _____________________, 2005.

U.S. Land Development, LLC

___________________________________________
Witness

___________________________________________
By: ________________________________
Its: ________________________________

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day of _____
______________________, 2005 by ______________________________ (name), member of U.S. Land Development, LLC, a New Hampshire limited liability company, on behalf of the company.

___________________________________________
Justice of the Peace/Notary Public
ACCEPTANCE

The City of Nashua, by accepting and recording this deed, for itself, its successors and assigns, agrees to be bound by and observe and enforce the provisions hereof and assume the rights and responsibilities herein provided for and incumbent upon the City of Nashua, all in the furtherance of the purposes for which this deed is executed and delivered.

In Witness Whereof, the City of Nashua has caused this Acceptance to be duly executed this _____ day of ________________, 2005.

City of Nashua
By Its Mayor

__________________________
Witness

__________________________
By: Bernard A. Streeter, Mayor

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of ______
__________________________, 2005 by Bernard A. Streeter, Mayor of the City of Nashua, on behalf of the City of Nashua.

__________________________
Justice of the Peace/Notary Public
EXHIBIT A

CONSERVATION EASEMENT - SOUTH

A CERTAIN PARCEL OF LAND SITUATED NORTHERLY OF WEST GROTON ROAD AND GROTON ROAD (ROUTE 111A) IN THE CITY OF NASHUA, COUNTY OF HILLSBOROUGH AND STATE OF NEW HAMPSHIRE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FIELDSTONE BOUND ON THE WESTERLY SIDE OF LAND OWNED NOW OR FORMERLY OF ALBERT W. AND FERNANDE R. TERRELL, SAID BOUND BEING LOCATED APPROXIMATELY 1900 FEET NORTHERLY OF GROTON ROAD (ROUTE 111A); THENCE S 57° 36' 47" W, A DISTANCE OF 286.82 FEET BY SAID LAND OF TERRELL TO A POINT; THENCE N 05° 42' 54" W, A DISTANCE OF 298.06 FEET TO A POINT; THENCE N 58° 05' 45" W, A DISTANCE OF 126.00 FEET TO A POINT; THENCE S 61° 24' 01" W, A DISTANCE OF 204.00 FEET TO A POINT; THENCE N 58° 17' 02" W, A DISTANCE OF 178.00 FEET TO A POINT; THENCE S 79° 44' 49" W, A DISTANCE OF 94.00 FEET TO A POINT; THENCE S 20° 33' 45" W, A DISTANCE OF 156.00 FEET TO A POINT; THENCE S 55° 35' 18" W, A DISTANCE OF 195.00 FEET TO A POINT; THENCE S 46° 12' 51" W, A DISTANCE OF 167.00 FEET TO A POINT; THENCE S 32° 17' 06" W, A DISTANCE OF 87.00 FEET TO A POINT; THENCE S 48° 02' 44" W, A DISTANCE OF 90.00 FEET TO A POINT; THENCE S 37° 17' 08" W, A DISTANCE OF 268.00 FEET TO A POINT; THENCE S 48° 10' 35" W, A DISTANCE OF 128.00 FEET TO A POINT; THENCE S 59° 52' 12" W, A DISTANCE OF 224.00 FEET TO A POINT; THENCE S 74° 37' 47" W, A DISTANCE OF 161.00 FEET TO A POINT; THENCE N 48° 23' 29" W, A DISTANCE OF 187.00 FEET TO A POINT; THENCE N 71° 25' 03" W, A DISTANCE OF 225.00 FEET TO A POINT; THENCE S 31° 51' 46" W, A DISTANCE OF 180.00 FEET TO A POINT; THENCE S 82° 43' 23" W, A DISTANCE OF 358.00 FEET TO A POINT; THENCE N 59° 18' 29" W, A DISTANCE OF 50.00 FEET TO A POINT; THENCE N 03° 03' 58" W, A DISTANCE OF 136.00 FEET TO A POINT; THENCE N 19° 57' 37" E, A DISTANCE OF 165.00 FEET TO A POINT; THENCE N 53° 03' 05" E, A DISTANCE OF 188.00 FEET TO A POINT; THENCE N 45° 06' 56" W, A DISTANCE OF 204.00 FEET TO A POINT; THENCE N 34° 39' 37" E, A DISTANCE OF 2076.00 FEET TO A POINT; THENCE
S 55° 20' 23" E, a distance of 95.00 feet to a point; thence
N 34° 39' 37" E, a distance of 275.00 feet to a point; thence
S 78° 47' 31" E, a distance of 31.07 feet to a point; thence
Along a curve to the left having a radius of 135.00 feet, a delta angle of 41° 05' 17", an arc distance of 96.81 feet to a point; thence
S 77° 02' 31" E, a distance of 119.40 feet to a point; thence
Along a curve to the right having a radius of 130.00 feet, a delta angle of 57° 50' 45", an arc distance of 131.25 feet to a point; thence
Along a curve to the left having a radius of 170.00 feet, a delta angle of 34° 55' 43", an arc distance of 103.64 feet to a point; thence
S 54° 07' 29" E, a distance of 123.84 feet to a point; thence
Along a curve to the right having a radius of 115.38 feet, a delta angle of 19° 27' 19", an arc distance of 39.18 feet to a point; thence
S 34° 05' 54" E, a distance of 20.00 feet to a point; thence
S 55° 11' 52" E, a distance of 201.11 feet to a point at the aforesaid land of Terrell; thence
N 89° 21' 28" E, a distance of 13.40 feet by said land of Terrell to a point; thence
S 06° 26' 45" E, a distance of 654.90 feet by said land of Terrell to a point; thence
N 82° 33' 35" E, a distance of 468.61 feet by said land of Terrell to a point; thence
S 00° 06' 37" W, a distance of 607.41 feet by said land of Terrell to the Point of Beginning.

Said parcel contains 77.278 acres or 3,366,240 square feet, being the same, more or less.

Conservation Easement - North

A certain parcel of land situated on the southerly sideline of Gilson Road in the City of Nashua, County of Hillsborough and State of New Hampshire and being more particularly described as follows:

Beginning at a point on the southerly sideline of Gilson Road, said point being 186.80 feet westerly of a concrete bound at the northwesterly corner of land owned now or formerly of Kevin and Nancy Henderson; thence
S 53° 24' 24" E, a distance of 215.00 feet to a point; thence
N 58° 58' 19" E, a distance of 116.00 feet to a point at said land of Henderson; thence
S 34° 27' 04" E, a distance of 400.36 feet by said land of Henderson to a point; thence
S 56° 20' 07" W, a distance of 443.92 feet to a point; thence
N 54° 07' 29" W, a distance of 124.02 feet to a point; thence
along a curve to the right having a radius of 130.00 feet, a delta angle of 34° 55' 45", and an arc distance of 79.25 feet to a point; thence
along a curve to the left having a radius of 170.00 feet, a delta angle of 57° 50' 45", and an arc distance of 171.63 feet to a point; thence
N 77° 02' 21" W, a distance of 119.40 feet to a point; thence
along a curve to the right having a radius of 95.00 feet, a delta angle of 41° 05' 17", and an arc distance of 68.13 feet to a point; thence
N 35° 57' 13" W, a distance of 51.23 feet to a point; thence
along a curve to the left having a radius of 70.00 feet, a delta angle of 46° 51' 34", and an arc distance of 57.25 feet to a point; thence
N 27° 04' 27" W a distance of 52.34 feet to a point on the said southerly sideline of Gilson Road; thence
N 62° 55' 33" E, a distance of 54.21 feet by said sideline to a point; thence
N 61° 57' 55" E, a distance of 414.62 feet by said sideline to the point of beginning.
Said parcel contains 7.039 acres or 306,628 square feet, being the same, more or less.
PUBLIC RECREATION AND PARKING EASEMENT

U.S. Land Development, LLC, a New Hampshire limited liability company with its principal place of business at 45 Groton Road, Nashua, New Hampshire,

for consideration paid, grants to

The City of Nashua, a New Hampshire municipal corporation with offices at 229 Main Street, Nashua, New Hampshire,

with WARRANTY covenants,

A permanent easement for a public recreational trail and for parking of vehicles for those using said trail located on certain land situated on West Groton Road and Gilson Road, in Nashua, Hillsborough County, New Hampshire, more particularly described in Exhibit A attached hereto (the “Easement Area”).

The easement conveyed hereunder shall be for the purpose of maintaining a public recreational trail for use by the public and for a parking area to be used by those using the said trail as shown on a certain site plan approved by the Nashua Planning Board on April 14, 2005, which plan is entitled, “Site Plan, Lots 21 & 22, Map ‘D’, Groton Woods, West Groton & Gilson Roads, Nashua, New Hampshire”.

The public recreational trail shall be used by pedestrians and by non-motorized recreational vehicles such as bicycles, rollerskates, rollerblades, skateboards and similar uses. Motorized recreational vehicles, such as all-terrain vehicles and snowmobiles, shall not be allowed. Provided, however, motorized vehicles shall be allowed on the path for maintenance and monitoring purposes by the Grantor, its assigns and the Grantee.

Grantee shall be responsible for the repair, clearing and maintenance of the public recreational trail and the parking area. Grantor and its successors in title to the land on which the Easement Area is located shall not be responsible for the repair, clearing or maintenance of the recreational trail and the parking area.
In Witness Whereof, Grantor has caused this instrument to be duly executed this _____ day of ____________________, 2005.

U.S. Land Development, LLC

_________________________  By: ____________________________
Witness                        Its: ____________________________

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day of ___ ____________________, 2005 by ____________________________ (name), member of U.S. Land Development, LLC, a New Hampshire limited liability company, on behalf of the company.

________________________________
Justice of the Peace/Notary Public
ACCEPTANCE

The City of Nashua, by accepting and recording this deed, for itself, its successors and assigns, agrees to be bound by and observe and enforce the provisions hereof and assume the rights and responsibilities herein provided for and incumbent upon the City of Nashua, all in the furtherance of the purposes for which this deed is executed and delivered.

In Witness Whereof, the City of Nashua has caused this Acceptance to be duly executed this _____ day of ________________, 2005.

City of Nashua
By Its Mayor

__________________________        ______________________
Witness                        Bernard A. Streeter, Mayor

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ___ day of ________
__________________________, 2005 by Bernard A. Streeter, Mayor of the City of Nashua, on behalf of the City of Nashua.

__________________________
Justice of the Peace/Notary Public
EXHIBIT A

PUBLIC RECREATION AND PARKING EASEMENT

A certain parcel of land situated northerly of West Groton Road and Groton Road (Route 111A) in the City of Nashua, County of Hillsborough and State of New Hampshire and being more particularly described as follows:

Beginning at an iron pin at the southeasterly corner of land of Cheryl L. Gillis on the northerly sideline of West Groton Road; thence

N 38° 22' 36" E, a distance of 402.56 feet by said land of Gillis to a point; thence

N 44° 49' 24" W, a distance of 113.91 feet by said land of Gillis to a point at White Family Investments LLC; thence

N 45° 10' 36" E, a distance of 611.16 feet by said land of White Family Investments LLC and land of Exceptional Properties, Inc. to a point; thence

N 34° 39' 37" E, a distance of 2288.25 feet by said land of Exceptional Properties, Inc. and land of Rogers Mobile Home Park, Inc., Adrienne B. and Robert J. Levesque, Jay D. and Karen J. Hudson, Patrick L. Ledrew, Guy R. and Diane T. Couturier and land of Michael L. and Sandra J. Moraros to a point on the southerly sideline of Gilson Road; thence

N 62° 55' 33" E, a distance of 120.00 feet by said Gilson Road to a point; thence

S 27° 04' 27" W, a distance of 52.34 feet to a point; thence

Along a curve to the right having a radius of 70.00 feet, a delta angle of 46° 51' 34", and an arc distance of 57.25 feet to a point; thence

S 35° 57' 13" E, a distance of 51.23 feet to a point; thence

Along a curve to the left having a radius of 95.00 feet, a delta angle of 41° 05' 17", and an arc distance of 68.13 feet to a point; thence

S 77° 02' 21" E, a distance of 119.40 feet to a point; thence

Along a curve to the right having a radius of 170.00 feet, a delta angle of 57° 50' 45", and an arc distance of 171.63 feet to a point; thence

Along a curve to the left having a radius of 130.00 feet, a delta angle of 34° 55' 45", and an arc distance of 79.25 feet to a point; thence

S 54° 07' 29" E, a distance of 124.02 feet to a point; thence

N 56° 20' 07" E, a distance of 443.92 feet to a concrete bound at land of Kevin and Nancy Henderson; thence

N 49° 12' 24" E, a distance of 289.74 feet by said land of Henderson and land of Michael and Ann Prussell to an iron pipe; thence

N 29° 30' 57" W, a distance of 77.03 feet by said land of Prussell to an iron pipe; thence

N 47° 11' 53" E, a distance of 403.01 feet by said land of Prussell to a point; thence

S 30° 31' 32" E, a distance of 190.00 feet by said land of Prussell to a point at land of Edward J. and Rita Terrell; thence
S 43° 30' 04" W, a distance of 1108.87 feet by said land of Terrell and land of Albert W. and Fernande Terrell to a point; thence
N 55° 11' 52" W, a distance of 201.11 feet to a point; thence
N 34° 05' 54" W, a distance of 20.00 feet to a point; thence
Along a curve to the left having a radius of 115.08 feet, a delta angle of 19° 30' 25", an arc distance of 39.18 feet to a point; thence
N 54° 07' 29" W, a distance of 123.84 feet to a point; thence
Along a curve to the right having a radius of 170.00 feet, a delta angle of 34° 55' 43", an arc distance of 103.64 feet to a point; thence
Along a curve to the left having a radius of 130.00 feet, a delta angle of 57° 50' 45", an arc distance of 131.25 feet to a point; thence
N 77° 02' 31" W, a distance of 119.40 feet to a point; thence
Along a curve to the right having a radius of 135.00 feet, a delta angle of 41° 05' 17", an arc distance of 96.81 feet to a point; thence
N 78° 47' 31" W, a distance of 31.07 feet to a point; thence
S 34° 39' 37" W, a distance of 275.00 feet to a point; thence
N 55° 20' 23" W, a distance of 95.00 feet to a point; thence
S 34° 39' 37" W, a distance of 2070.00 feet to a point; thence
S 69° 43' 58" W, a distance of 98.53 feet to a point; thence
S 45° 10' 36" W, a distance of 370.00 feet to a point; thence
S 05° 27' 09" E, a distance of 149.37 feet to a point; thence
S 38° 22' 36" W, a distance of 346.00 feet to a point; thence
S 22° 42' 39" E, a distance of 81.58 feet to a point on the northerly sideline of West Groton Road; thence
N 73° 26' 31" W, a distance of 90.00 feet by said West Groton Road to a point; thence
Along a curve to the right having a radius of 579.33 feet, a delta angle of 02° 56' 21", an arc distance of 29.71 feet to the point of beginning.

Said easement contains 11.374 acres or 495,435 square feet, being the same, more or less.